

# PENDLETON COUNTY FISCAL COURT

September Term, September 11<sup>TH</sup>, 2007

COURT MET PURSUANT TO ADJOURNMENT  
With  
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE  
Presiding

MEMBERS PRESENT: Gary Veirs, Alan Whaley, Mark Hart and Stacey Wells.

MEMBERS ABSENT None

COUNTY ATTORNEY: Jeffrey B. Dean,

Invocation was given by Squire Whaley, followed by the Pledge of Allegiance led Judge/Executive Henry Bertram.

## In Re: Approval of Agenda.

A copy of the Agenda for this meeting was presented to each Fiscal Court member. Judge Bertram amended the agenda to add item 17a. Closed session for discussion of pending litigation per KRS 61.810 (1)(c). Whereupon Squire Wells made a motion to accept the agenda as presented and amended, seconded by Squire Veirs, motion carried.

## In Re: Approval of Minutes of August 14<sup>TH</sup> & 28<sup>TH</sup> and September 5<sup>TH</sup> Special Call, 2007 Fiscal Court Meetings.

Minutes of the August 14<sup>TH</sup> & 28<sup>TH</sup> Regular and September 5<sup>TH</sup>, Special Call, 2007 Fiscal Court meetings were presented to the Court by Darlene Smeal, Fiscal Court Clerk. Discussion held with a correction made to the August 14<sup>TH</sup>, 2007 meeting. The correction was to Approval of Minutes, it should read motion made by Squire Hart seconded by Squire Whaley and on page 500 under roof painting of the County Road Department the bid price should have been \$8,440.00 instead of \$9,000.00. Whereupon Squire Whaley made a motion to accept the minutes as presented and corrected seconded by Squire Wells, motion carried.

## In Re: Pendleton County Treasurer's Report, for the month of August, 2007.

Pendleton County Treasurer, Vicky King, submitted a written report for the month of August, 2007. This report was submitted for review final determination to be made at the next regular Fiscal Court meeting.

## In Re: Update Search and Rescue Affiliation Agreement with the County of Pendleton.

Judge Bertram presented the Order of Affiliation between the Pendleton County Search and Rescue and the County. He explained there are special funds through the State for Search and Rescue Teams, but to qualify for the special funds the Search & Rescue Teams must have an affiliation agreement in place with the County. This agreement is the same as past agreements between Search and Rescue and the County. Whereupon Squire Veirs made a motion to enter into the Order of Affiliation between Search and Rescue and Pendleton County, seconded by Squire Whaley, motion carried.

Agreement recorded as follows:

### ORDER OF AFFILIATION

### COUNTY OF PENDLETON

The purpose of this order is to outline the responsibilities of the Pendleton County Search and Rescue Inc.

The Pendleton County Search and Rescue Inc. is the only officially recognized rescue squad in Pendleton County. By virtue of this order, they are officially affiliated with the Pendleton County Fiscal Court and the Pendleton County Emergency Management Agency.

The Pendleton County Search and Rescue Inc. shall serve the citizens of Pendleton County by providing fully trained and equipped personnel who may take the lead role in the following types of missions:

1. The search and rescue of any person who may be lost (except those missions which may be a law enforcement problem).
2. The search and rescue and or recovery of any person from any body of water within the county and.
3. Outside the county if so requested by that counties emergency management director.

The Pendleton County Search and Rescue may be called to respond by any of the following services or agencies:

1. Pendleton County Judge/Executive
2. Pendleton County Emergency Management Director
3. Pendleton County Search and Rescue Coordinator
4. Kentucky Emergency Management Area Manager
5. Kentucky Emergency Management SAR Coordinator
6. Emergency Manager or SAR of another county
7. Pendleton County Law Enforcement
8. Pendleton County Fire Departments

The Pendleton County Dispatch Center will page out the rescue squad on any incident when any assistance is requested. If there is a question on the validity of the request, the dispatch center shall verify the request with the Chief or Assistant Chief of the rescue squad.

In any county declared State of Emergency, the Pendleton County Search and Rescue, Inc. will fall under the coordination of the Pendleton County Emergency Management, Pendleton County SAR Coordinator, Kentucky Emergency Management SAR Coordinator and/or the Pendleton County Judge/Executive. The rescue squad shall operate under their own chain of command during the state of emergency.

This affiliation agreement does not influence the organizational by-laws, standard operating procedures, or other powers of the Pendleton County Search and Rescue incident command system.

The Pendleton County Search and Rescue, Inc. shall maintain their own equipment and property and shall be accountable for all equipment through an annual inventory, which will be submitted to the Pendleton County Emergency Manager per KRS 39.

The Pendleton County Fiscal Court shall be responsible for the fiscal accountability for all funds donated to the department by the county. The Pendleton County Search and Rescue, Inc. shall be accountable for all funds donated to the squad by outside resources. The treasurer of the department shall assure all payments of outstanding debts in a timely manner. The Pendleton County Search and Rescue, Inc. may not bill Pendleton County Fiscal Court for their services as long as the county contributes yearly to their operating budget in an amount deemed appropriate by the Fiscal Court.

The Pendleton County Fiscal Court may appropriate a yearly allocation in the county budget to cover the cost of operational expense by the Pendleton County Search and Rescue.

The responsibilities of all parties to this order of affiliation shall conform to those responsibilities as provided in KRS Chapter 39F.

This order of affiliation can be updated, modified, amended, or canceled upon consent of the parties concerned. If a vacancy should occur in any of the positions on this order, the order will remain in effect for thirty days while the order is being negotiated.

The effective date of this order of affiliation shall be for one year. It shall remain in effect until \_\_\_\_\_, 20\_\_\_\_ at which time the order of affiliation may be negotiated, updated, modified or canceled.

This affiliation agreement was approved and adopted by the Pendleton County Fiscal Court on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Pendleton County Judge/Executive \_\_\_\_\_  
Date \_\_\_\_\_

Pendleton County Emergency Management Director \_\_\_\_\_  
Date \_\_\_\_\_

Pendleton County Search & Rescue, Inc., Chief \_\_\_\_\_  
Date \_\_\_\_\_

In Re: Resolution Adopting the Pendleton County Solid Waste Five Year Plan.

Judge Bertram reported the 109 Solid Waste Board has adopted the Five Year Plan and their Chairperson Jeff Dickens is present at this meeting for signing of the resolution adopting the Pendleton County Solid Waste Five Year Plan if said resolution is accepted by the Fiscal Court. Judge Bertram read the resolution. Squire Hart made a motion to approve the Resolution Adopting the Pendleton County Solid Waste Five Year Plan, seconded by Squire Veirs, motion carried.  
Resolution recorded as follows:

PENDLETON COUNTY SOLID WASTE MANAGEMENT  
PENDLETON COUNTY  
KENTUCKY  
RESOLUTION No. \_\_\_\_\_

A RESOLUTION ADOPTING THE PENDLETON COUNTY SOLID WASTE  
MANAGEMENT PLAN 2008-2012 PLAN

WHEREAS, the Pendleton County Solid Waste Management Area is governed by the Pendleton County 109 Board, operating under authority of the Pendleton County Fiscal Court, and

WHEREAS, the Pendleton 109 Board passed approval of the Pendleton County Solid Waste Management Plan 2008-2012 Update at the meeting on September 4th, 2007, and

WHEREAS, the Pendleton County Solid Waste Management Plan 2008-2012 Update sets the agenda for implementation of solid waste reduction and management for the years inclusive 2008-2012, and

WHEREAS, a Public Comment period on the Pendleton County Solid Waste Management Plan 2008-2012 Update was conducted in the County.

NOW, THEREFORE BE IT RESOLVED BY THE FISCAL COURT,  
COUNTY OF PENDLETON, COMMONWEALTH OF KENTUCKY AND THE  
PENDLETON COUNTY 109 BOARD THAT:

The Pendleton County Fiscal Court and Pendleton County 109 Board does hereby adopt the Pendleton County Solid Waste Management Plan 2008-2012 Update and supports its Action Plan, Implementation Plan and associated activities, and further resolves to implement and support all phases of said plan where applicable to the Fiscal Court and 109 Board.

This is the 11th day of September 2007, said resolution adopted and approved at a meeting of the Fiscal Court.

\_\_\_\_\_  
Jeff Dicken, Chair 109 Board

\_\_\_\_\_  
Henry Bertram, County Judge Executive

Attest: \_\_\_\_\_

Darlene Smeal, Fiscal Court Clerk

**In Re: Statewide Mutual Aid Agreement Update.**

Judge Bertram presented the Statewide Mutual Aid Agreement Update. He reported the only change was the change of the Emergency Management Director. Mr. Mike Moore is now the Emergency Management Director. Squire Wells made a motion to change the Emergency Management Director to Mike Moore and accept the Statewide Mutual Aid Agreement Update, seconded by Squire Whaley, motion carried.

Agreement recorded as follows:

**COMMONWEALTH OF KENTUCKY STATEWIDE  
EMERGENCY MANAGEMENT MUTUAL AID AND  
ASSISTANCE AGREEMENT**

5/21/2002

This agreement, endorsed by the Kentucky Division of Emergency Management, is between each local entity in the Commonwealth of Kentucky that officially approves and adopts the agreement and thereby becomes a party to the agreement. Each party agrees to execute the agreement and provide mutual aid and assistance to other parties under the terms and conditions contained herein.

WHEREAS, the Commonwealth of Kentucky is geographically vulnerable to a variety of emergencies and disasters; and

WHEREAS, the Commonwealth of Kentucky through its Division of Emergency Management recognizes the importance of having each local entity respond in a coordinated and efficient manner to restore the public safety, health, and welfare of a community stricken by an emergency or disaster; and

WHEREAS, the Commonwealth of Kentucky wishes to encourage each local entity in Kentucky to become a party to this agreement to ensure the statewide availability of mutual aid and assistance to disaster or emergency-stricken communities as quickly, efficiently and effectively as possible; and

WHEREAS, under the Kentucky Revised Statutes, a local entity entering into a mutual aid and assistance agreement may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

WHEREAS, each local entity that has chosen to become a party to this agreement wishes to provide mutual aid and assistance to other parties in time of emergency or disaster;

NOW, THEREFORE, ALL PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

**SECTION 1. DEFINITIONS**

"Agreement" means the Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" means personnel, equipment, facilities, services, supplies and other resources.

"Authorized representative" means the employee of a party, who has been authorized in writing by that party, to request, to offer, or to otherwise provide aid and assistance under the terms of this agreement.

"Disaster" means any incident or situation declared as such by executive order of the Governor, or the President of the United States pursuant to federal law, as a result of an occurrence or imminent threat of widespread or severe damage, injury or loss of life or property, resulting from any natural, technological, or man-made emergency situation, including incidents caused by accident, military or paramilitary cause.

"Emergency" means any incident or situation which poses a major threat to public safety so as to cause, or threaten to cause, loss of life, serious injury, significant damage to property, or major harm to public health or the environment and which a local emergency response agency determines is beyond its capabilities.

"Local emergency declaration" means the written document signed by the chief executive officer of a local entity that specifies and attests that a disaster or emergency has occurred and the resulting emergency situation is beyond the capability of the local entity to manage using all local resources within its geographical limits.

"Local emergency management agency" means the organizational unit of a city, county, urban-county, or charter county government, created pursuant to Kentucky Revised Statutes Chapter 39B, with primary

jurisdiction, responsibility, and authority for all emergency management program activities within the geographical boundaries of a party.

"Local entity" means a county, urban-county, charter-county, city, or other general or special purpose unit of government created pursuant to the Kentucky Revised Statutes with the express power and authority to enter into and execute a contract.

"Party" means a local entity that has officially approved and adopted this agreement by resolution of its governing body.

"Provider" means a party that furnishes, or is requested to furnish, aid and assistance to a recipient pursuant to this agreement.

"Recipient" means a party that requests or receives aid and assistance from a provider pursuant to this agreement.

## SECTION II. INITIAL RECOGNITION OF PRINCIPLES BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES

As this agreement is a reciprocal contract, it is recognized that any party to this agreement may be requested by another party to be a provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this agreement shall not be construed to impose an unconditional obligation on any party to this agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when a party is requested to provide aid and assistance, it may in good faith deem itself unavailable to be a provider when the resources being requested are necessary to provide reasonable and adequate protection for its own citizens. A party unable to honor a request for aid and assistance will so inform the party initiating a request.

Given the finite resources of any party and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other local entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Likewise, the parties fully recognize that there is ample public purpose for entering into this agreement, and accordingly shall attempt to render assistance in accordance with the terms of the agreement to the fullest extent possible.

All functions and activities performed under this agreement are hereby declared to be governmental functions. Functions and activities performed under this agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this agreement for any cause whatsoever. All immunities provided by law shall be fully applicable.

## SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

Mutual aid and assistance shall not be requested unless the resources available within a recipient's disaster or emergency-stricken area are deemed inadequate by a recipient. In these instances, a recipient may request mutual aid and assistance by communicating a request to a provider, indicating the request is made pursuant to this mutual aid agreement. A request shall be followed as soon as practicable by a written confirmation of the request, including a copy of a local emergency declaration and a statement or completed form describing the specific aid and assistance needed. All requests for mutual aid and assistance shall be transmitted by a recipient's authorized representative or local emergency management agency as set forth below. A list of authorized representatives for each party shall be attached to the officially-approved and adopted copy of this agreement. In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.

### A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE: A recipient shall transmit a request as follows:

1. REQUESTS ROUTED THROUGH A RECIPIENT'S LOCAL EMERGENCY MANAGEMENT AGENCY: A recipient may directly contact the local emergency management agency that serves the recipient's geographical area of operation and provide the information referenced in paragraph B of Section III. The local emergency management agency shall then contact provider parties on behalf of a recipient to coordinate the provision of mutual aid and assistance.
2. REQUESTS MADE DIRECTLY TO A PROVIDER: A recipient may directly contact a provider's authorized representative, setting forth the information referenced in paragraph B of Section III. All communications shall be conducted directly between a recipient and provider. A provider and a recipient using this option shall be responsible for keeping their respective local emergency management agencies advised of the status of response activities, in a timely manner.

REQUIRED INFORMATION: Each request for aid and assistance shall be accompanied by the following information, in writing or by other available means, to the extent known:

1. Stricken Area and Status: A general description summarizing the condition of the community (i.e., whether the disaster or emergency is imminent, in progress, or has already occurred) and of the damage sustained to date;
2. Services: Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;
3. Infrastructure Systems: Identification of the type(s) of the public infrastructure system for which assistance is needed and the type of work assistance needed;
4. Aid and Assistance: The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
5. Provider's Traveling Employee Needs: Unless otherwise specified by a recipient, it is mutually understood that a recipient will provide for the basic needs of provider's traveling employees. A recipient shall pay for all reasonable and documented out-of-pocket costs and expenses of a provider's personnel, including transportation expenses for travel to and from the stricken area. Further, a recipient shall house and feed provider's personnel at the recipient's sole cost and expense. If a recipient cannot provide such food and/or housing at the disaster or emergency area, a recipient shall specify in its request for assistance that self-sustained and supported personnel are needed.
6. Facilities: The need for sites, structures or building outside a recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and
7. Meeting Time and Place: An estimated time and a specific place for a representative of a recipient to meet the personnel and resources of any provider.

C. STATE AND FEDERAL ASSISTANCE: A recipient shall be responsible for coordinating all requests for state or federal assistance with the local emergency management agency with jurisdiction.

- D. List of Authorized Representatives: The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be authorized representative.

#### SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE.

When contacted by a recipient or a local emergency management agency regarding a request for aid and assistance, a provider's authorized representative shall assess the provider's own local situation in order to determine the availability of personnel, equipment and other resources. If a provider's authorized representative determines that the provider has available resources, a provider's authorized representative shall so notify the recipient or the local emergency management agency (whichever communicated the request). A Provider shall submit a written acknowledgment of a request for aid and assistance received from a recipient or a local emergency management agency. The written acknowledgment must indicate a provider's decision to either render aid and assistance or to reject a request and shall be transmitted by the most efficient and practical means to a recipient or a local emergency management agency. A provider's acknowledgment shall contain the following information:

- In response to the items contained in the request, a description of the personnel, equipment and other resources available;
- The projected length of time such personnel, equipment and other resources will be available to serve a recipient particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section (Section VI) of this agreement).
- The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the recipient; and
- The name of the person(s) to be designated as the provider's supervisory personnel (pursuant to the Supervision and Control" section (Section V) of this agreement).

When a provider's submits a written acknowledgment to a local emergency management agency, the local emergency management agency shall notify a recipient's authorized representative and forward the information received from a provider. A recipient or a local emergency management agency shall respond to a provider's written acknowledgment by executing and returning a copy of the request form to a provider by the most efficient practical means, maintaining a copy for its file.

#### SECTION V. SUPERVISION AND CONTROL

A provider shall designate supervisory personnel among its employees sent to render aid and assistance to a recipient. As soon as practical, a recipient shall assign work tasks to a provider's supervisory personnel and, unless specifically instructed otherwise, a recipient shall have the responsibility for coordinating communications between a provider's supervisory personnel and a recipient. A recipient shall provide necessary credentials to a provider's personnel authorizing them to operate on behalf of a recipient.

Based upon the assignments set forth by a recipient, a provider's supervisory personnel shall:

- Have the authority to assign work and establish work schedules for a provider's personnel. Further, have direct supervision and control of a provider's personnel, equipment and other resources which shall, at all times, remain with a provider's supervisory personnel. A provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, a provider shall notify a recipient accordingly. It is expressly

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understood that this may involve a recipient providing radio frequencies to a provider while a provider is assisting a recipient;

- Maintain daily personnel time records, material records and a log of equipment hours; and;
- Report work progress to a recipient at mutually agreed upon intervals.

#### SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; REVIEWABILITY; RECALL

The duration of a provider's assistance shall be for the period agreed upon by the authorized representatives of a provider and a recipient.

As noted in Section II of this agreement, a provider's personnel, equipment and other resources shall remain subject to recall by a provider to provide for its own citizens if circumstances so warrant. A provider shall make a good faith effort to provide at least twenty-four (24) hours advance notice to a recipient of its (provider's) intent to terminate a mission, unless such notice is not practicable. In such a case, as much notice as is reasonable under the circumstances shall be provided.

#### SECTION VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that a recipient shall pay to a provider reasonable and documented expenses incurred by a provider as a result of extending assistance to a recipient. Such reimbursements shall commence 12 hours after the provider support is on scene and the recipient has signed a local emergency declaration. The terms and conditions governing reimbursement for any assistance provided under this agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by a recipient and a provider. A recipient shall be ultimately responsible for reimbursement of all eligible reasonable and documented expenses.

- Personnel** - During the period of assistance, a provider shall continue to pay its employees according to its then prevailing ordinances, rules and regulations. A recipient shall reimburse a provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this agreement, a recipient shall not be responsible for reimbursing any amounts paid or due as benefits to a provider's personnel under the terms of the Kentucky Worker's Compensation Law.
- Equipment** - A provider shall be reimbursed by a recipient for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44C.F.R. 206.228. A provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of a provider, fuels, miscellaneous supplies and minor repairs may be provided by a recipient, if practical. The total equipment charges to a recipient shall be reduced by the total value of the fuels, supplies and repairs furnished by a recipient and by the amount of any insurance proceeds received by a provider.
- Materials and Supplies** - A provider shall be reimbursed for the reasonable and documented costs of all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in subsection B of Section VII, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse or recklessness of a provider's materials and supplies used by them during the period of assistance. The measure of reimbursement

shall be determined in accordance with 44 C.F.R. 206.228. In the alternative, the parties may agree that a recipient will replace, with like kind and quality as determined by a provider, the materials and supplies used or damaged. If such an agreement is made, it shall be in writing.

- D. **Record Keeping** - A recipient or its representative (local emergency management agency, and Kentucky Division of Emergency Management) personnel shall provide information, directions and assistance for record keeping to a provider's personnel. A provider shall maintain records and submit invoices for reimbursement by a recipient in accordance with the procedures and format used or required by FEMA publications, including 44 C.F.R. Part 13 and applicable Office of Management and Budget (OMB) Circulars.

- E. **Payment: Other Miscellaneous Matters as to Reimbursement** - The reimbursement costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. Part 206. A recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing by mutual agreement.

#### SECTION VIII. RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

Whenever a provider's employees are rendering aid and assistance pursuant to this agreement, such employees shall retain the same powers, duties, immunities and privileges they would ordinarily possess if performing their duties within the geographical limits of a provider.

#### SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY

Every person in the service of the state or any of its political subdivisions or agencies, or of any county, city or any class under the contract of hire, express or implied, and every official or officer of those entities, whether elected or appointed, while performing his or her official duties shall be considered an employee of the state. Every person who is a member of a volunteer ambulance service, fire, or police department shall be deemed, for the purpose of this agreement, to be in the employment of the political subdivision of the state where the department is organized. Every person who is a regularly enrolled paid or volunteer member of an emergency management agency, or an emergency management agency-supervised operating unit, or a rescue squad, as established under KRS Chapters 39A to 39E, shall be deemed, for the purpose of this agreement, to be in the employment of the Commonwealth of Kentucky.

#### SECTION X. IMMUNITY

All activities performed under this agreement are hereby declared to be governmental functions. Neither the parties to this agreement, nor, except in cases of willful misconduct, gross negligence or bad faith, their personnel complying with or reasonably attempting to comply with this agreement or any ordinance, order, resolution, rule or regulation enacted or promulgated pursuant to the provisions of this agreement shall be liable for the death of or injury to persons, or for damage to property as a result of any such activity.

#### SECTION XI. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY.

Each party (as indemnitor) agrees to protect, defend, indemnify and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees and other expenses or liabilities of every kind, and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of actions of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related

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hereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep and save harmless the other parties to this agreement.

Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

#### SECTION XII. ROLE OF THE KENTUCKY DIVISION OF EMERGENCY MANAGEMENT

Under this agreement, the responsibilities of the Kentucky Division of Emergency Management are:

- (1) To serve as the central depository for all locally-approved and adopted agreements, along with the attached listing of a party's authorized representatives and contact information, and to provide this listing to each of the parties on an annual basis;
- (2) To coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this agreement;
- (3) To keep a record of all requests for assistance and acknowledgments; and
- (4) To report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate.

#### SECTION XIII. AMENDMENTS

- (1) Approval and adoption of the agreement by the governing body of a party and the signature of a party's chief executive officer; and
- (2) Submission of a copy of an approved and adopted agreement, along with approved minutes of the legally constituted meeting at which the agreement was approved, to the Kentucky Division of Emergency Management.

#### SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This agreement shall be binding for not less than one (1) year from its effective date, unless terminated, upon at least sixty (60) days written notice by a party as set forth below. Thereafter, this agreement shall continue to be binding upon the parties in subsequent years and shall be considered to renew automatically from year to year, unless terminated by written notification as provided above. A party terminating their participation in this agreement shall submit a copy of their written termination notice to the Director of the Kentucky Division of Emergency Management. A party's termination of this agreement shall not affect a party's reimbursement obligations or any other liability or obligation incurred under the terms of this agreement. Once a termination is effective, a terminated entity shall no longer be a party to this agreement, but this agreement shall continue to be in force among the remaining parties.

#### SECTION XV. HEADINGS

The headings of various sections and subsections of this agreement have been inserted for convenient reference only and shall not be construed as modifying, amending or affecting in any way the express terms and provisions of this agreement.

#### SECTION XVI. SEVERABILITY; EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph or other part of this agreement be judged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this agreement. Each of the parties declares that it would have entered into this agreement irrespective of

Should any clause, sentence, provision, paragraph or other part of this agreement be judged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this agreement. Each of the parties declares that it would have entered into this agreement irrespective of the fact that any one or more of this agreement's clauses, sentences, provisions, paragraphs or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s) or other part(s) invalidated.

In the event that parties to this agreement have entered into other mutual aid and assistance contracts, those parties agree that to the extent a request for mutual assistance is made pursuant to this agreement, those other mutual aid and assistance contracts are superseded by this agreement.

SECTION XVII. EFFECTIVE DATE, APPROVAL AND ADOPTION

Part I. This agreement shall take effect upon approval and adoption of the following resolution by the entity seeking to become a party to the agreement.

BE IT RESOLVED BY Pendleton County Fiscal Court OF Pendleton County  
(Governing Body of City, County, or Other Entity) (City or County)  
that the Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement is hereby approved and adopted, and  
THAT Henry W. Bertram Pendleton County Judge/Executive  
(Name of Primary Representative) (Official Title)  
AND Craig Peoples Pendleton County Emergency Manager  
(Name of Alternate Representative) (Official Title)  
are hereby authorized to execute the agreement and to request, offer, or otherwise provide aid and assistance under the terms of the agreement for and on behalf of Pendleton County  
(Name of City, County, or Entity)  
a public entity established under the laws of the Commonwealth of Kentucky and to file a copy of this resolution with the Kentucky Division of Emergency Management for the purpose of entering into the agreement and thereby become a party to the Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement.

Passed and approved this 13TH day of June, 2002  
[Signature] [Signature]  
Name and Title Name and Title

CERTIFICATION

I, Darlene Sorrell, duty appointed Fiscal Court Recorder  
(Title)  
of Pendleton County  
(City, County, or Other Entity), do hereby certify that the above is a true and correct copy of a resolution passed and approved by the County of Pendleton  
(City, County, or Other Entity) (Public Entity)  
on the 13 TH day of June, 2002  
[Signature]  
Fiscal Court Recorder (Official Position) (Signature)

(June 1, 2002)

the fact that any one or more of this agreement's clauses, sentences, provisions, paragraphs or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s) or other part(s) invalidated.

In the event that parties to this agreement have entered into other mutual aid and assistance contracts, those parties agree that to the extent a request for mutual assistance is made pursuant to this agreement, those other mutual aid and assistance contracts are superseded by this agreement.

SECTION XVII. EFFECTIVE DATE, APPROVAL AND ADOPTION

Part I. This agreement shall take effect upon approval and adoption of the following resolution by the entity seeking to become a party to the agreement.

BE IT RESOLVED BY \_\_\_\_\_ OF \_\_\_\_\_  
(Governing Body of City, County, or Other Entity) (City or County)  
that the Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement is hereby approved and adopted, and  
THAT \_\_\_\_\_  
(Name of Primary Representative) (Official Title)  
AND \_\_\_\_\_  
(Name of Alternate Representative) (Official Title)  
are hereby authorized to execute the agreement and to request, offer, or otherwise provide aid and assistance under the terms of the agreement for, and on behalf of, \_\_\_\_\_  
(Name of City, County, or Entity)  
a public entity established under the laws of the Commonwealth of Kentucky and to file a copy of this resolution with the Kentucky Division of Emergency Management for the purpose of entering into the agreement and thereby become a party to the Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_  
Name and Title Name and Title

CERTIFICATION

I, \_\_\_\_\_, duty appointed \_\_\_\_\_  
(Title)  
of \_\_\_\_\_, do hereby certify that the above is a true and correct copy of a  
(City, County, or Other Entity)  
resolution passed and approved by the \_\_\_\_\_ of \_\_\_\_\_  
(City, County, or Other Entity) (Public Entity)  
on the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_  
(Official Position) (Signature)



COMMONWEALTH OF KENTUCKY STATEWIDE  
EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT

5-01 2002

Part II. List of Authorized Representatives to Contact for Emergency Assistance

For \_\_\_\_\_  
(Political Subdivision)

PRIMARY REPRESENTATIVE:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
Pager: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Cell Phone: ( ) \_\_\_\_\_

ALTERNATE REPRESENTATIVE:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
Pager: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Cell Phone: ( ) \_\_\_\_\_

Part III.

IN WITNESS WHEREOF, the Kentucky Division of Emergency Management has endorsed this agreement and the Party to Agreement listed above has caused this Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly adopted in its name and on its behalf by its chief executive officer, who has signed accordingly and attested with approval of its governing body, as of the date set forth in this agreement.

BY: \_\_\_\_\_, Director, Kentucky Division of Emergency Management  
DATE: \_\_\_\_\_

In Re: Athletic Park Guidelines Amendment.

Judge Bertram reported item number 27 has been changed to address the problem with skate boarders and bicyclist during athletic events. Number 27 should now read No bicycles, rollerblades, roller skates, skateboards, etc are allowed on the tennis court surface. Skating, skateboarding, bike-riding and rollerblading are allowed on the concrete walking trail except at times when other events are scheduled in the park. Skaters and riders shall respect others using the park and yield to walkers and runners on the walking trail. Skaters are to remain 1000 ft. from a scheduled even for the purpose of safety of the spectators and event participants. Violators of this policy may be asked to leave the property and may be denied use of the facility by the Recreation Commission or its staff.

Judge Bertram reported the advisory committee made these suggestions and the School Board has adopted the changes. Discussion held whereupon Squire Whaley made motion to accept the Pendleton Recreation Rules and Regulations as presented, seconded by Squire Wells, motion carried.

Information presented and recorded as follows:

In Pendleton County, we take pride in our community and this is evident with the creation of the 22-acre Pendleton Athletic Park, recreation facilities located at the park, and on the Southern Elementary school property, and the areas used by the Fair Board. The Athletic Park is available for use by individuals, families, organizations, or businesses, when not in use for organized activities by Pendleton County Recreation.

Pendleton Recreation Rules and Regulations:

1. The Pendleton Athletic Park is accessible for park related activities.
2. Walking on the nature trail after dusk is prohibited.
3. No littering, theft, or vandalism of park property. Offenders will be prosecuted.
4. No possession or use of alcoholic beverages or unlawful substances is allowed.
5. Motorized vehicle parking on lawns, athletic/practice fields, sidewalks, park property, or roadways is prohibited. Roadways and parking areas are clearly marked and established. Driving beyond designated areas to load and unload equipment or transport goods is prohibited. *Vehicles will be ticketed and towed at the owner's expense.*

6. No person shall operate a vehicle carelessly or in such a manner as to endanger the rights or safety of others. All persons shall abide by the 10 mph speed limit that is posted throughout the park. Offenders will be prosecuted.
7. Servicing or repairing any vehicle, abandoned vehicles, or other equipment within the park is not allowed.
8. No fighting, verbal, or physical abuse of spectators, participants, or park personnel will be tolerated!! Violators will be subject to penalty by law as prescribed in KRS 525.060.
9. No fighting, verbal, or physical abuse of sports officials will be tolerated!! Violators will be subject to penalty by law as prescribed in KRS 518.090.
10. No firearms of any kind are allowed on park grounds.
11. Under discretion of park personnel, fields may be closed at any time due to weather and/or field conditions. Park personnel have the authority to move any practices to another location if damage is occurring to the fields/facilities. Persons using closed fields/facilities are subject to penalties. Penalties may include, but not limited to, the charge per hourly rate that is assessed to repair the damage done.
12. Light usage will be determined by Pendleton County Recreation. The scheduled turning on and off of lights shall be the responsibility of the Recreation Department. If needed, lights will be turned on at dusk and turned off immediately once the event is complete. Only with the approval of the Recreation Director, and only under certain conditions and/or for special uses, will light usage be extended. A light usage fee may be assessed for different events that are held at the Athletic Park.
13. Signs, schedules, etc. may not be posted on any surface within the park. Posting of signs will be permitted in the locked bulletin board only. Any such materials must be submitted to the Recreation Director for approval and posting at least two days prior to the event.
14. Teams/individuals/organizations/businesses are responsible for picking up litter generated by its practices/games/ and any other activity including the bleacher area and parking lots. Trash must be deposited in trash barrels or the dumpster. Outside organization(s)/individuals scheduling the facility will be required to pay a damage deposit of \$200.00. Once the event is complete, the organization(s) will have a 12 hour time frame to complete clean up of the park. If clean up is not completed within the 12 hours, the deposit will not be refunded.
15. All events must be scheduled and approved through the Recreation Department. Requests for scheduled events will be processed on a first come/first serve basis. The office number is 859-654-5800 or by e-mail at [Missy.Osborne@pendleton.kyschools.us](mailto:Missy.Osborne@pendleton.kyschools.us). To view what activities are scheduled at the facilities, you may view the facilities page at [www.pendleton.k12.ky.us](http://www.pendleton.k12.ky.us), and click on the facilities page link.
16. All individuals/organizations shall hold the Pendleton County Recreation Commission and its designees harmless from any action or suit by person or persons occasioned by the use of the Pendleton Athletic Park by said individuals/organizations.
17. Sufficient adult supervision shall be provided by the individuals/organizations sponsoring the event. The person who scheduled the event is responsible for his/her actions and those attending the event.
18. Dogs within the facilities must be on a leash (City Ordinance # 130.033) and owners are responsible to pick up after the animal.
19. No participants are allowed on any playing fields/practice fields without a coach present. All participants are responsible for cleaning up any waste and disposing of it.
20. The Pendleton County Recreation Commission reserves the right to deny a request for an event for any purpose that is not consistent with this policy.

21. All tournaments must be officiated by certified or licensed officials for those tournaments that are recommended by the Recreation Department.
22. The Recreation Commission would look at waiving tournament fees if a donation is greater than the actual fees charged and if it can be applied toward a project the Commission is working on.
23. No glass bottles or glass containers are allowed in the athletic park.
24. No campfires are allowed in the park. Cooking must be confined to appropriate portable grills and all waste materials must be disposed of properly. No grease is to be placed down any type of drain on the facilities. Do not place hot coals in any trash receptacle.
25. All maintenance of the facilities will be completed by the groundskeeper or the maintenance personnel of the Pendleton County Board of Education.
26. All vendors must be approved through the Recreation Department.
27. No bicycles, rollerblades, roller skates, skateboards, etc are allowed on the tennis court surface. Skating, skateboarding, bike-riding, and rollerblading are allowed on the concrete walking trail except at times when other events are scheduled in the park. Skaters and riders shall respect others using the park and yield to walkers and runners on the walking trail. Skaters are to remain 1000 ft. from a scheduled event for the purpose of safety of the spectators and event participants. Violators of this policy may be asked to leave the property and may be denied use of the facility by the Recreation Commission or its staff.
28. No horses or motorized vehicles allowed or
29. Tennis courts may be reserved by calling +1 three courts may be reserved at once. One court
30. Specific sport seasons will be established facilities by the Recreation Department.
31. It shall be unlawful to camp overnight in the recreation director. Any authorized campin director.
- 9/5/07*  
*This is the*  
*amendment that*  
*Mr. Hart was*  
*speaking about.*  
*Y. Hart*
- maximum of  
2 athletic  
n from the  
the

In Re: Acknowledge Kenton Fire District Tax Rate.

Judge Bertram reported his office just received the proposed Kenton Fire District Tax Rate. Discussion held. Squire Whaley made a motion that the Pendleton County Fiscal Court acknowledges the Kenton Fire District rate of twenty cents (.20) across the boards on Real Estate Tangible, Motor Vehicle and Watercraft, but feels that rate is an absorbent rate to be imposed on the citizens of Pendleton County by the Kenton Fire District, motion seconded by Squire Hart, motion carried.

PENDLETON COUNTY FISCAL COURT SEPTEMBER 11, 2007

RE: 2007 Real Estate and Tangible Tax Rates  
2008 Motor Vehicle and Water Craft Tax Rates

(Motions to set the following rates for Taxing Districts – 2008 Rates)

<u>TAXING DISTRICT</u>	<u>REAL EST.</u>	<u>TANGIBLE</u>	<u>MOTOR VEHICLE</u>
<u>WATERCRAFT</u>			
Pendleton County			
MH/MR Tax District			
(Motion to enter into minutes that the following taxing districts have set 2008 Tax Rates as follows)			
Pendleton County Library			
Pendleton County Health Department			
Pendleton County Extension Service			
Pendleton County Soil Conservation District			
Kenton Fire Protection District	20.0	20.0	20.0
Northern Pendleton Fire District			
Pendleton County Schools			

(Rates are Per \$100 Assessment.)

STATMAN HARRIS & EYRICH, LLC  
ATTORNEYS AT LAW

twietholter@statmanharris.com  
DIRECT DIAL No. (513) 587-4442

September 5, 2007

VIA REGULAR U.S. MAIL AND  
FACSIMILE (859) 654-5047

Hon. Henry W. Bertram  
Pendleton County Judge Executive  
233 Main Street, Courthouse Room 4  
Falmouth, KY 41040

RE: 2007 Tax Rate for the Kenton Fire Protection District

Dear Judge Bertram:

Please be advised that Kenton Fire Protection District at its September 4, 2007 meeting has adopted a tax rate for all vehicles, watercraft, real property and tangible property at the rate of \$0.20 per \$100.00 of assessed value.

Should you have any questions, please let me know.

Very truly yours,

*Thomas A. Wietholter*  
Thomas A. Wietholter

TAW/rap  
293717.2

CINCINNATI 3700 Carew Tower, 441 Vine Street, Cincinnati, OH 45202 T 513.621.2666 F 513.621.1896  
CHICAGO 200 West Madison, Suite 3820, Chicago, IL 60606 T 312.263.1070 F 312.263.1201  
DAYTON 1520 Fifth Third Center, Dayton OH 45402 T 937.222.1090 F 937.222.1046  
www.statmanharris.com

In Re: Library Meeting Report (Squire Wells).

Judge Bertram thanked Squire Wells for taking his place at the Library Meeting while he was in attendance of an emergency with his wife. Judge Bertram also reported that it was his understanding that the Library Meeting went very well. He asks Squire Wells to report on the meeting.

Squire Wells reported that the Library Board, Falmouth City Council and the Pendleton County Fiscal Court met on September 5<sup>TH</sup>, 2007 to discuss the future of the Pendleton County Library. He stated he felt it was a very good meeting. He stated that Janelle Gardner put on a very good power point presentation. Discussion was held in regards to space and other issues. He reported the Library Board has an option on property north of the Falmouth City limits. He stated the geological testing comes back favorable then the Library Board will purchase the land, but that is not to say they plan to move the library to that spot. It is planned to have the Library Board, the Falmouth City Council and the Pendleton County Fiscal Court to look at options to keep the Library within the city limits.

Squire Veirs reported he had two comments in regards to the meeting being so cordial and how pleased everyone was to see the three entities working together so well.

For information only, no action taken by the Fiscal Court at this time.

In Re: Emergency Budget Amendment for Ambulance Loan Funds.

Judge Bertram presented and read an ordinance relating to the Fiscal Year 2007-2008 annual budget to amendment thereof to increase/decrease the ambulance loan proceeds and ambulance payment. Squire Whaley made a motion to approve the emergency budget ordinance amendment as presented and read, seconded by Squire Wells, motion carried.

Information recorded as follows:

012026

Ordinance

Pendleton County Fiscal Court

Budget Amendment

17

Amendment

AN ORDINANCE relating to the Fiscal Year 2007-2008 annual budget and amendment thereof.  
Whereas the Pendleton County Fiscal Court has realized unbudgeted receipts from the following funds.  
Be it ordained by the Pendleton County Fiscal Court of the Commonwealth of Kentucky:

**Section One:** The budget for Fiscal Year 2007-2008 is amended to:  
Increase/Decrease the receipts of the Ambulance fund(s)  
by \$75,000.00 to include unbudgeted receipts from:

A. Receipts

Fund	Account No.	Description	Amount
Ambulance	09-4911- -	AMBULANCE LOAN - PROCEEDS	\$75,000.00
Total Amended Revenues			\$75,000.00

B. Approp.

Fund	Account No.	Description	Amount
Ambulance	09-5140-723-	MOTOR VEHICLES - AMBULANCE PAYMENT	\$75,000.00
Total Amended Appropriations			\$75,000.00

**Section Two:** The amounts adjusting the revenue and appropriation accounts in Section One are for governmental purposes.

EMERGENCY AMENDMENT

This Budget Ordinance Amendment was duly adopted by the Pendleton County Fiscal Court,  
Commonwealth of Kentucky, on this the \_\_\_\_ day of \_\_\_\_\_

Henry Bertram, County Judge/Executive

Pendleton County Fiscal Court

Budget Amendments Journal

All Funds

From: 09/11/2007 To: 09/11/2007

Date	Batch	Account	Description	Debit	Credit
09/11/2007	039411	09-4911- -	AMBULANCE LOAN - PROCEEDS		75,000.00
09/11/2007	039411	09-5140-723-	MOTOR VEHICLES - AMBULANCE PAYMENT	75,000.00	
2 Amendments Printed Totalling				75,000.00	75,000.00

In Re: Deed to Property on Highway 177 at the Water Tower.

Judge Bertram presented the lot description and survey for right-of-way easement for the Butler Water Tower that is located on Highway 177. Judge Bertram reported that the Pendleton County Attorney, Jeff Dean will be preparing the deed, he also reported the sell price at two thousand five hundred dollars. Discussion was held. Squire Veirs made a motion to allow Judge/Executive Henry Bertram signature on the deed as prepared by the County Attorney, seconded by Squire Hart, motion carried.  
Information recorded as follows:

## (1) PENDLETON COUNTY FISCAL COURT

## LOT DESCRIPTION

(LAND ADDITION TO THE BUTLER WATER TOWER SITE DIVISION OF 38.089 ACRE TRACT\_ DEED BOOK 237 PAGE 331)

Situated in Pendleton County, Commonwealth of Kentucky, and being a division of land lying on the north side of the Kentucky Highway #177 approximately a distance of 7500.0 feet west of the junction with the Kentucky Highway #607 and being part of an original 38.089 Acre Tract as described in Deed Book 237 at Page 331 of the Pendleton County Court Clerk's Records at the Falmouth, Kentucky Office and is owned by Ray L. Ferrell and Carolyn S. Ferrell, husband and wife, and is bound and described as follows;

Note; Unless stated otherwise, any monument referred to herein as an iron pin is a  $\frac{1}{2}$ " X 24" Rebar with a yellow plastic cap stamped 'Johnston #1041'. All bearings stated herein are referred to the magnetic meridian as observed along the north-east line of the new 0.196 acre survey and computed to be 15-06'-25" east on July 26, 2007.

Beginning at an existing iron pin (Reis 2597) set at a fence corner, common to the grantor and a 7.18 acre division as described in Deed Book 193 at Page 259, Pendleton County, Kentucky Records, also being in the north right of way line of the Kentucky Highway #177, a set iron pin (Reis 2597) bears south 29-40'-02" east a distance of 40.36 feet; thence with said common line north 15-06'-25" east with an existing fence, a distance of 171.80 feet to an existing iron pin (Reis 2597) corner; thence with a new division line, north 29-09'-54" west to an iron post corner to the 0.23 acre division as described in Deed Book 224 at Page 773, Pendleton County Records; thence with said division south 28-04'-55" west with an existing fence, a distance of 100.0 feet to an iron post, corner to the grantor; thence with new division lines, south 61-55'-05" east a distance of 22.55 feet to a fence post; south 11-23'-24" east a distance of 37.75 feet to a fence post;

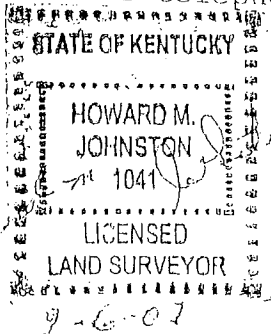
and south 22-13'-47" west a distance of 48.69 feet to a post set in the north right of way of the Kentucky Highway #177; thence with said right of way line, south 39-18'-18" east a distance of 31.86 feet to an existing iron pin (Reis 2597) and south 21-42'-28" east a distance of 26.18 feet to the point of beginning, containing 0.210 acres as per the attached plat.

There is excepted out of the above parcel a 0.022 acre division conveyed to the Butler and Community Volunteer Fire Department as described in Deed Book 151 at Page 244, Pendleton County, Kentucky Records.

Also conveyed with this 0.210 acre parcel is an easement where an existing underground water line leading from the tank to the main is now located and is bound and described as follows;

From the south-east corner of the existing 0.23 acre parcel as described in Deed Book 224 at Page 737, Pendleton County, Kentucky Records, north 61-55'-05" west along the existing fence, common with the remaining part of the 38.089 Acre Tract as described in Deed Book 237 at Page 331, Pendleton County, Kentucky Records, a distance of 36.5 feet to a set iron pin and the real point of beginning; thence continuing with said fence, north 61-55'-05" west a distance of 20.0 feet to an existing iron pin, a new division corner; thence with a new division line south 25-24'-18" west through the said 38.089 Acre Tract to an existing iron pin in the north right of way line of the Kentucky Highway #177; then thence with said right of way line, a line 35.0 feet north and parallel with the pavement center line south 52-16'-11" east a distance of 10.23 feet and south 45-50'-37" east a distance of 10.54 feet to an existing iron pin; thence north 25-24'-18" east a distance of 46.07 feet through the said 38.089 Acre Tract to the point of beginning, containing 0.029 acres as per the attached plat.

The above described 0.210 acre parcel also subject to an easement to the telephone company as shown.



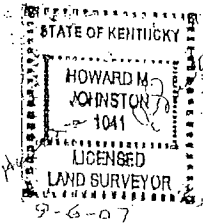
*Howard M. Johnston*

Howard M. Johnston

Ky. Professional Land Surveyor #1041

I hereby certify that I am a duly qualified and Licensed Kentucky Surveyor in accordance with KRS 322 and that this plat depicts a survey performed by me, or under my direct supervision, in accordance with the Code of Professional Practice and Conduct for Professional Engineers and Professional Surveyors, by the method of RANDOM TRAVERSE. The (unadjusted / ~~adjusted~~) precision ratio of the traverse was 1:12,281. The survey as shown hereon is a Class (A/E) survey and the accuracy and precision of said survey meets all the requirements of 201 KAR 13:150.

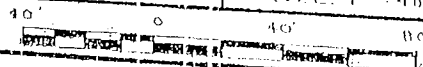
Signature Howard M. Johnston P.L.S. 1041 - AUG 26, 07  
Kentucky Registered Land Surveyor No. \_\_\_\_\_ Date: \_\_\_\_\_



SURVEY PLAT  
FOR  
PENDLETON COUNTY  
FISCAL COURT  
223 MAIN STREET  
FALMOUTH, KENTUCKY, 41090

SURVEY BY:  
HOWARD M. JOHNSTON  
138 HOLMES ROAD  
FALMOUTH, KENTUCKY, 41090  
PHONE: 859-659-3219

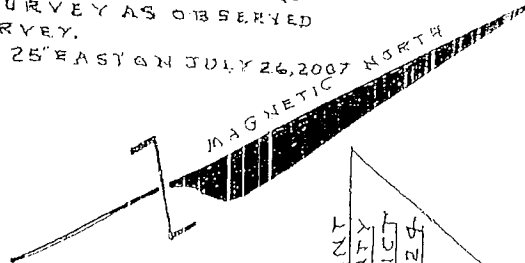
DATE: JULY 26, 2007 SCALE: 1"=40'



NOTE:

MAGNETIC NORTH ASSUMED FROM THE COMPUTED NORTH-EAST LINE, AN EXISTING FENCE, OF THE NEW 0.196 ACRE SURVEY AS OBSERVED FOR THIS SURVEY.

NORTH 15°06'25" EAST ON JULY 26, 2007 NORTH

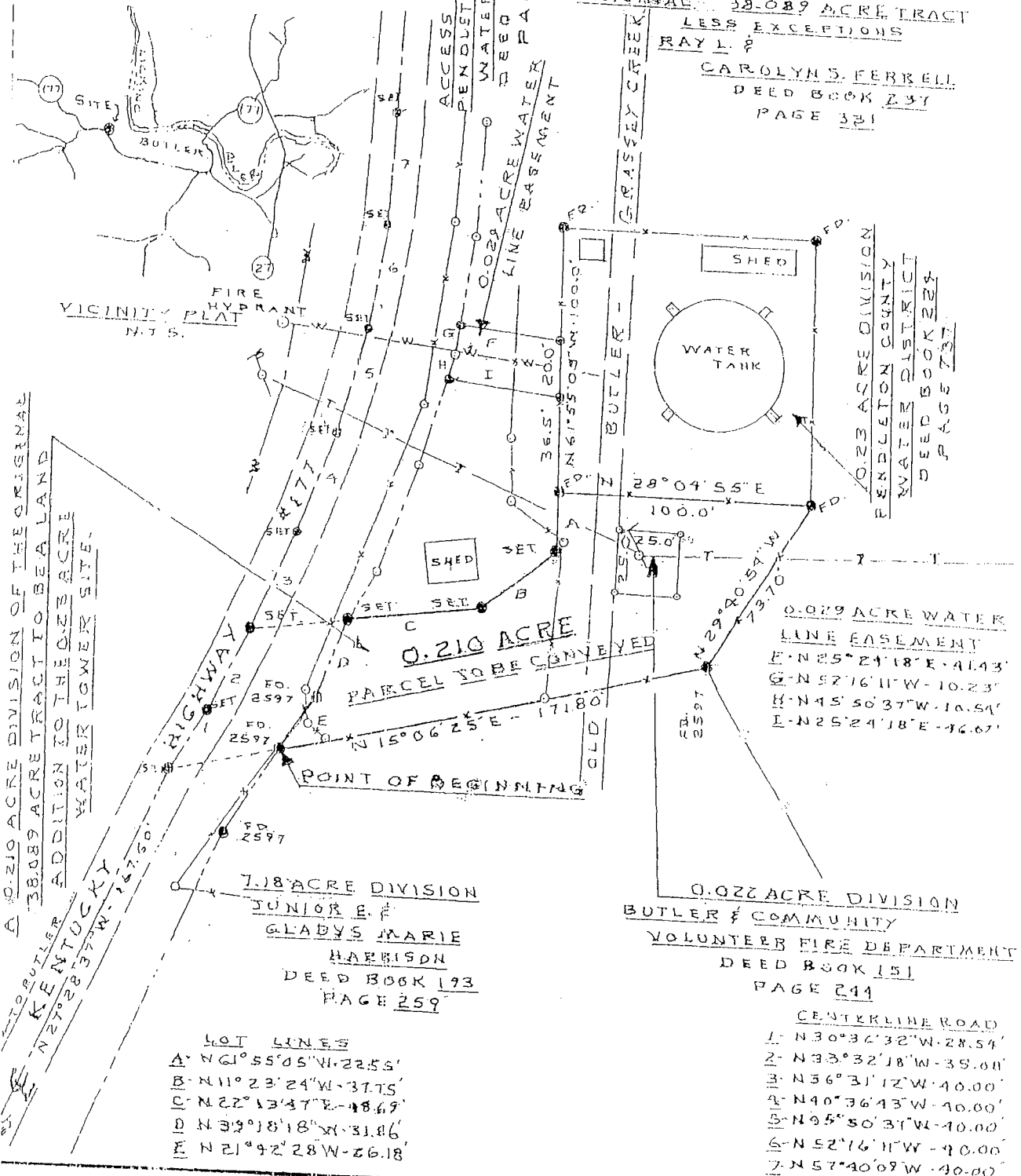


ALL IRON PINS ARE 1/2" X 24" REBARS WITH YELLOW PLASTIC CAPS STAMPED JOHNSTON 1041.  
SPIKES ARE 2 1/2" MAG NAILS

LEGEND

- INDICATES EXISTING AND SET IRON PINS AND SPIKES
- EXISTING FENCE
- PAYMENT CENTER LINE
- RIGHT-OF-WAY LINE

ORIGINAL 38.089 ACRE TRACT  
LESS EXCEPTIONS  
RAY L. &  
CAROLYN S. FERRELL  
DEED BOOK 237  
PAGE 381



A 0.210 ACRE DIVISION OF THE ORIGINAL 38.089 ACRE TRACT TO BE A LAND ADDITION TO THE ONE ACRE WATER TOWER SITE.

LOT LINES  
A - N 61°55'05" W - 22.53'  
B - N 11°23'24" W - 37.75'  
C - N 22°13'47" E - 48.49'  
D - N 33°18'18" W - 31.86'  
E - N 21°42'28" W - 26.18'

CENTERLINE ROAD  
1 - N 30°36'32" W - 28.54'  
2 - N 33°32'18" W - 35.01'  
3 - N 36°31'12" W - 40.00'  
4 - N 40°36'43" W - 40.00'  
5 - N 45°50'31" W - 40.00'  
6 - N 52°16'11" W - 40.00'  
7 - N 57°40'09" W - 40.00'



229

741

## DEED OF EASEMENT

This deed, made this 1<sup>st</sup> day of November, 1999, by and between MARK A.T. ORTEGO AND KAREN A. ORTEGO, husband and wife, Hwy 177, Butler, Kentucky 41006, GRANTORS, and PENDLETON COUNTY WATER DISTRICT, P.O. Box 232, Falmouth, Kentucky 41040, GRANTEE.

WITNESSETH: That for a valuable consideration of SEVEN HUNDRED (\$700.00) DOLLARS, the receipt of which is hereby acknowledged, the Grantors hereby convey to the Grantee, its successors and assigns, a perpetual easement for ingress and egress to property conveyed from Mark A.T. Ortego and Karen A. Ortego, husband and wife, to Pendleton County Water District, as recorded in Deed Book       , Page        of the Pendleton County Clerk's Office, Falmouth, KY.

## LEGAL DESCRIPTION

Beginning at a point in the north right-of-way of Ky. Highway 177, said point being 344.2 feet northwesterly along said right-of-way from a found iron pin with cap marked "2597", the southwest corner of Junior E. and Gladys M. Harrison, D.B. 193, Pg. 259; thence, commencing from the beginning point, leaving said right-of-way with part of an existing driveway crossing the lands of Ortego for five calls, N. 07 deg. 18 min. 59 sec. W., 43.01 feet to a point; thence S. 83 deg 54 min. 08 sec. E., 37.93 feet to a point; thence, S. 79 deg. 36 min. 00 sec. E., 27.07 feet to a point; thence, S. 71 deg. 30 min. 17 sec. E., 57.72 feet to a point; thence S. 65 deg. 08 min 37 sec. E., 35.47 feet to a point in the west line of the New Kidwell Tank Site, the end of this easement centerline, said point being N 25 deg. 08 min 17 sec. W., 23.90 feet from an iron pin with cap marked "3272", the southwest corner of above mentioned Tank Site.

In Re: Budget Account Transfers.

Judge Bertram presented and read the Budget Account Transfers. Whereupon a motion was made by Squire Whaley, seconded by Squire Wells, carried, that the following Budget Account Transfers be accepted as presented. Transfers recorded as follows:

PENDLETON COUNTY FISCAL COURT  
TUESDAY SEPTEMBER 11, 2007  
7:00 PM

COURT ORDER TRANSFERS

## BUDGET ACCOUNT TRANSFERS:

General Fund

Transfer from (01-9200-999) Reserve for Transfers to the following accounts:

01-8099-731 Capital Projects – Property Acquisition \$2,500.00

## INTERFUND TRANSFER:

Transfer from LGEA Fund to Ambulance Fund for Ambulance Purchase \$75,000.00

Henry W. Bertram  
County Judge/Executive

Darlene Smeal  
Fiscal Court Clerk

Date: 9/11/07

Date: 9/11/07

In Re: Payment of Claims.

Judge Bertram presented and reviewed the Payment of Claims. Discussion held on Payment of claims with item under purchase order number 017224. Judge Bertram reported that Squire Wells, Squire Veirs and himself have inspected the job and have some reserves with the job. Judge Bertram suggested payment of seventy five percent of bid cost with remaining twenty five percent to be paid upon corrections.

Discussion held. Per the discussion and to incorporate all information needed he Fiscal Court Clerk offered the following suggestion – the Fiscal Court make a motion to move line item number 10 under PO number 017224, County Barn Roof from the General Fund to the county Road Department fund, with a payment of seventy five percent (75%) of the eight thousand four hundred forty dollars (\$8,440.00) paid and hold twenty five percent (25%) of the eight thousand four hundred forty dollars (\$8,440.00) until such time the necessary corrections are made by the contractor and approval of corrections by Squire Wells and Judge/Executive Bertram with the remainder of all payments of claims to be paid. Squire Veirs moved to accept the proposed payment of the barn roof and remainder payment of claims as clerk read, seconded by Squire Whaley, motion carried.

Payments recorded as follows;

## Pendleton County Fiscal Court

## Voucher Claims Register

General Fund

From: 09/11/2007 To: 09/11/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 03-5019 Vendor KOLA REGIS KOLA						
Voucher Date: 09/11/2007						
03-0111	01-5040-509-	REGISTRATIONS & CONFERENCES		017197	REGISTRATION KOLA CONFERENCE	185.00
03-0111	01-5047-509-	TAX ADMINISTRATOR REGIS,CONF&TRAINING		017197	REGISTRATION TAX ADMINISTRATOR ANNUAL MEETING	185.00
Printed On Check 009355						
Voucher Totals						370.00
Voucher No. 03-5020 Vendor ARAMARK ARAMARK UNIFORM SERVICES, INC						
Voucher Date: 09/11/2007						
03-0111	01-5080-411-	CUSTODIAL SUPPLIES		017155	AUGUST MATT RENTAL COURTHOUSE	303.48
03-0111	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.		017155	AUGUST MATT RENTAL ANNEX BLDG	61.68
Printed On Check 009356						
Voucher Totals						365.16
Voucher No. 03-5021 Vendor TERMINIX TERMINIX PROCESSING CENTER						
Voucher Date: 09/11/2007						
03-0111	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	271397314	017221	ANNUAL CONTRACT GENERAL PEST CONTROL COURTHOUSE	558.72
Printed On Check 009357						
Voucher Totals						558.72
Voucher No. 03-5022 Vendor MOBILCOM MOBILCOM INC						
Voucher Date: 09/11/2007						
03-0111	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	684701	017198	AUGUST MAINTENANCE CONTRACT CO PROPERTIES	76.20
Printed On Check 009358						
Voucher Totals						76.20
Voucher No. 03-5023 Vendor ACE FALMOUTH ACE HARDWARE						
Voucher Date: 09/11/2007						
03-0111	01-5085-499-	CO PROPERTIES - OTHER SUPPLIES		017199	KEY COPIES	7.16
Printed On Check 009359						
Voucher Totals						7.16
Voucher No. 03-5024 Vendor JOHNSTON HOWARD JOHNSTON - LAND SURVEYING						
Voucher Date: 09/11/2007						
03-0111	01-5085-499-	CO PROPERTIES - OTHER SUPPLIES		017232	SURVEY OF PROPERTY FOR HWY 177 WATER TOWER	555.00
Printed On Check 009360						
Voucher Totals						555.00
Voucher No. 03-5025 Vendor CECIL JONES CECIL JONES						
Voucher Date: 09/11/2007						
03-0111	01-5085-571-	CO PROPERTIES - RENEWALS & REPAIRS		017212	BUSH HOG LOT ON US 27	100.00
Printed On Check 009361						
Voucher Totals						100.00
Voucher No. 03-5027 Vendor BOWLING BOWLING CONSTRUCTION						
Voucher Date: 09/11/2007						
03-0111	01-5085-571-	CO PROPERTIES - RENEWALS & REPAIRS	58953	017201	REPLACE FAN IN GABLE OF ANIMAL SHELTER	259.70
Printed On Check 009362						
Voucher Totals						259.70
Voucher No. 03-5028 Vendor PCVH PENDLETON COUNTY VETERINARY HOSP.						
Voucher Date: 09/11/2007						
03-0111	01-5205-385-	VETERINARY SERVICE	10862	017225	JULY & AUGUST SHELTER ACCT. EUTHANASIA & MEDS	465.52
Printed On Check 009363						
Voucher Totals						465.52
Voucher No. 03-5029 Vendor GALLS INC GALLS INCORPORATED						
Voucher Date: 09/11/2007						
03-0111	01-5205-403-	ANIMAL FOOD AND SUPPLIES		017193	UNIFORMS FOR ASST ANIMAL CONTROL OFFICER	159.09
Printed On Check 009364						
Voucher Totals						159.09
Voucher No. 03-5030 Vendor ANIMAL CAR ANIMAL CARE EQUIPMENT & SERVICES, INC						
Voucher Date: 09/11/2007						
03-0111	01-5205-403-	ANIMAL FOOD AND SUPPLIES	1071374-IN	017192	ANIMAL SHELTER EQUIPMENT	208.86
Printed On Check 009365						
Voucher Totals						208.86

General Fund  
From: 09/11/2007 To: 09/11/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	03-5031	Vendor BARNES	BARNES HARDWARE AND LUMBER			
03-0111	01-5205-403-	ANIMAL FOOD AND SUPPLIES		017184	ANIMAL SHELTER SUPPLIES	14.49
		Printed On Check 009366				
					Voucher Totals	14.49
Voucher No.	03-5032	Vendor OFFICEDEPO	OFFICE DEPOT			
03-0111	01-5210-445-	OFFICE SUPPLIES SOLID WASTE	398770952-001	017189	OFFICE SUPPLIES SOLID WASTE	25.18
		Printed On Check 009367				
					Voucher Totals	25.18
Voucher No.	03-5033	Vendor PEND WATER	PENDLETON COUNTY WATER DISTRICT			
03-0111	01-5227-548-	SEWER & WATER - SPECIAL PROJECTS		017228	REIMBURSE EXPENSES INCURRED ON WELLS PROJECT	7,470.00
		Printed On Check 009368				
					Voucher Totals	7,470.00
Voucher No.	03-5034	Vendor EAST PEND	EAST PENDLETON WATER DISTRICT			
03-0111	01-5227-548-	SEWER & WATER - SPECIAL PROJECTS		017229	REIMBURSE EXPENSES INCURRED ON WELLS PROJECT	7,470.00
		Printed On Check 009369				
					Voucher Totals	7,470.00
Voucher No.	03-5035	Vendor KIA	KENTUCKY INFRASTRUCTURE AUTHORITY			
03-0111	01-5227-548-	SEWER & WATER - SPECIAL PROJECTS		017230	ADMIN FEES - PENDLETON COUNTY FY 2006 WATER PROJ.	1,800.00
		Printed On Check 009370				
					Voucher Totals	1,800.00
Voucher No.	03-5036	Vendor FERRELL	RAY AND CAROLYN FERRELL			
03-0111	01-8099-731-	CAPITAL PROJECTS - PROPERTY ACQUISITION		017235	PURCHASE OF PROPERTY - HWY 177 WATER TOWER	2,500.00
		Printed On Check 009371				
					Voucher Totals	2,500.00
Voucher No.	03-5037	Vendor MCA	MEDICAL CLAIMS ASSISTANCE, INC			
03-0111	01-9100-398-	OTHER CONTRACTED SERVICES		017158	AUGUST AMBULANCE BILLINGS 9% COLLECTED	2,309.13
		Printed On Check 009372				
					Voucher Totals	2,309.13
Voucher No.	03-5038	Vendor NKAAD	NORTHERN KY AREA DEVELOP. DISTRICT			
03-0111	01-9100-501-	ADD PAYMENT		017233	1ST QTR FY 07/08 CONTRIBUTION PER CONTRACT	3,861.59
		Printed On Check 009373				
					Voucher Totals	3,861.59
Voucher No.	03-5039	Vendor FAL OUTLOOK	THE FALMOUTH OUTLOOK			
03-0111	01-9100-539-	LEGAL NOTICES	204	017213	LEGAL NOTICES	2,685.12
		Printed On Check 009374				
					Voucher Totals	2,685.12
Voucher No.	03-5040	Vendor RC & D	LICKING RIVER VALLEY RC&D COUNCIL INC.			
03-0111	01-9100-551-	MEMBERSHIPS - CO JUD, FIS CT		017227	2007-2008 MEMBERSHIP DUES	200.00
		Printed On Check 009375				
					Voucher Totals	200.00
Voucher No.	03-5041	Vendor NKCC	NORTHERN KENTUCKY CHAMBER OF COMMERCE			
03-0111	01-9100-551-	MEMBERSHIPS - CO JUD, FIS CT		017226	ANNUAL MEMBERSHIP 2007-2008	530.00
		Printed On Check 009376				
					Voucher Totals	530.00
					27 Vouchers Printed Totalling	31,991.00

Road Fund  
From: 09/11/2007 To: 09/11/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	03-5042	Vendor HILLTOP	HILLTOP STONE LLC			
03-0211	02-6105-409-	CRUSHED STONE & GRAVEL		022758	CRUSHED STONE & GRAVEL 08-10-THRU 09-04-07	2,753.01
		Printed On Check 004845				
					Voucher Totals	2,753.01
Voucher No.	03-5043	Vendor HO TOOL	NORTHERN TOOL & EQUIPMENT			
03-0211	02-6105-447-	ROAD MATERIALS	16646335	022772	CHOP SAW	116.17
		Printed On Check 004846				
					Voucher Totals	116.17
Voucher No.	03-5044	Vendor WYATT'S	WYATT'S SUPERVALU			
03-0211	02-6105-447-	ROAD MATERIALS		022723	ROAD SUPPLIES	50.45
		Printed On Check 004847				
					Voucher Totals	50.45
Voucher No.	03-5045	Vendor TIM ANTROB	TIM ANTROBUS			
03-0211	02-6105-447-	ROAD MATERIALS		022759	TRAVEL, LODGING, MEAL EXPENSES FOR TRAINING	492.08
		Printed On Check 004848				
					Voucher Totals	492.08
Voucher No.	03-5046	Vendor MOBILCOM	MOBILCOMM INC			
03-0211	02-6105-447-	ROAD MATERIALS	634390	022764	ROAD MATERIALS	705.58
		Printed On Check 004849				
					Voucher Totals	705.58
Voucher No.	03-5047	Vendor NAPA	CARSON AUTO & TRACTOR SUPPLY, INC.			
03-0211	02-6105-447-	ROAD MATERIALS		022724	ROAD MATERIALS	418.93
		Printed On Check 004850				
					Voucher Totals	418.93
Voucher No.	03-5048	Vendor COUNTRYSID	COUNTRYSIDE TRACTOR AND SUPPLY, LLC			
03-0211	02-6105-447-	ROAD MATERIALS		022760	AUGUST PARTS AND SUPPLIES	31.78
		Printed On Check 004851				
					Voucher Totals	31.78
Voucher No.	03-5049	Vendor MARATHON	MARATHON ASHLAND PETROLEUM LLC			
03-0211	02-6105-447-	ROAD MATERIALS		022770	RS-2 EMULSION FOR CHIP SEALING - 5018 GALLONS	6,121.96
		Printed On Check 004852				
					Voucher Totals	6,121.96
Voucher No.	03-5050	Vendor REIS	REIS CONCRETE PRODUCTS INC.			
03-0211	02-6105-447-	ROAD MATERIALS		022771	CONCRETE FOR HALEY ROAD BRIDGE	620.50
		Printed On Check 004853				
					Voucher Totals	620.50
Voucher No.	03-5051	Vendor ARTSRENTAL	ART'S RENTAL EQUIPMENT, INC.			
03-0211	02-6105-447-	ROAD MATERIALS		022769	ROAD TOOLS	75.00
		Printed On Check 004854				
					Voucher Totals	75.00
Voucher No.	03-5052	Vendor ANDER. EQU	ANDERSON'S EQUIPMENT CO.			
03-0211	02-6105-447-	ROAD MATERIALS		022748	AUGUST ROAD SUPPLIES	1,141.65
		Printed On Check 004855				
					Voucher Totals	1,141.65
Voucher No.	03-5053	Vendor BARNES	BARNES HARDWARE AND LUMBER			
03-0211	02-6105-447-	ROAD MATERIALS		022738	AUGUST ROAD SUPPLIES	108.47

Road Fund  
From: 09/11/2007 To: 09/11/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	03-5054	Vendor	MAGO	MAGO CONSTRUCTION CO, INC		
03-0211	02-6105-447-	ROAD MATERIALS		022769	BLACKTOP FOR MARQUETTE SPUR 155.06 TONS	6,805.58
		Printed On Check	004857			6,805.58
Voucher No.	03-5055	Vendor	KY MOTOR	KENTUCKY MOTOR SERVICE FALMOUTH		
03-0211	02-6105-447-	ROAD MATERIALS		022743	AUGUST ROAD MATERIALS	17.97
		Printed On Check	004858			17.97
Voucher No.	03-5056	Vendor	J & L TIRE	GARY HARDY / J&L TIRE SERVICE		
03-0211	02-6105-447-	ROAD MATERIALS		022766	MAINTENANCE ON ANIMAL CONTROL VEHICLE	33.20
		Printed On Check	004859			33.20
Voucher No.	03-5057	Vendor	ACE	FALMOUTH ACE HARDWARE		
03-0211	02-6105-447-	ROAD MATERIALS		022728	AUGUST ROAD SUPPLIES	95.80
		Printed On Check	004860			95.80
Voucher No.	03-5058	Vendor	HALL SIGNS	HALL SIGNS INC.		
03-0211	02-6105-447-	ROAD MATERIALS		022722	ROAD SIGNS - AUGUST	278.61
		Printed On Check	004861			278.61
Voucher No.	03-5059	Vendor	DANS	DAN'S TIRE SERVICE		
03-0211	02-6105-447-	ROAD MATERIALS	5020	022761	ROAD MATERIALS	61.00
		Printed On Check	004862			61.00
Voucher No.	03-5060	Vendor	MOBILCOM	MOBILCOMM INC		
03-0211	02-6105-447-	ROAD MATERIALS	684599	022755	SEPTEMBER MAINTENANCE CONTRACT ROAD DEPT	105.00
		Printed On Check	004863			105.00
Voucher No.	03-5061	Vendor	BRINKMAN	BRINKMAN OIL CO.		
03-0211	02-6105-455-	PETROLEUM PRODUCTS		022757	AUGUST PETROLEUM PRODUCTS	2,696.65
		Printed On Check	004864			2,696.65
Voucher No.	03-5089	Vendor	ALL RITE	DAVID RITCHIE		
03-0211	02-6105-447-	ROAD MATERIALS		022777	COUNTY BARR HWY 330 ROOF	6,330.00
		Printed On Check	004865			6,330.00
21 Vouchers Printed Totalling						29,059.39

Jail Fund  
From: 09/11/2007 To: 09/11/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	03-5062	Vendor	BOONEJAIL	BOONE COUNTY JAIL		
03-0311	03-5101-314-	CONTRACT WITH OTHER COUNTIES		031322	INMATE HOUSING 259 DAYS @ \$35 PER DAY	9,065.00
		Printed On Check	004540			9,065.00
Voucher No.	03-5063	Vendor	SHERIFF	PENDLETON COUNTY SHERIFF		
03-0311	03-5101-399-	MISCELLANEOUS CONTRACTUAL SERVICES		031321	SEPTEMBER SALARIES - 2 TRANSPORT OFFICERS	4,987.07
		Printed On Check	004541			4,987.07
Voucher No.	03-5064	Vendor	OFFICEDEPO	OFFICE DEPOT		
03-0311	03-5101-445-	OFFICE SUPPLIES		031310	AUGUST OFFICE SUPPLIES JAILER	195.15
		Printed On Check	004542			195.15
Voucher No.	03-5065	Vendor	BRINKMAN	BRINKMAN OIL CO.		
03-0311	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.		031320	AUGUST PETROLEUM PRODUCTS	705.17
		Printed On Check	004543			705.17
Voucher No.	03-5066	Vendor	SHERIFF	PENDLETON COUNTY SHERIFF		
03-0311	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.		031318	AUGUST JAIL TRANSPORT 2700 MILES @ .44 A MILE	1,188.00
		Printed On Check	004544			1,188.00
Voucher No.	03-5067	Vendor	COLVIN R	RICHARD COLVIN		
03-0311	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.		031317	REIMBURSEMENT FOR FUEL	38.26
		Printed On Check	004545			38.26
Voucher No.	03-5068	Vendor	KEN KELS	KEN KELS		
03-0311	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.		031314	REIMBURSEMENT FOR FUEL	27.38
		Printed On Check	004546			27.38
Voucher No.	03-5069	Vendor	ERNST JAME	JAMES ERNST O.D.		
03-0311	03-5101-549-	ROUTINE MEDICAL		031323	EYEGLASSES FOR INMATE C. LUKE	99.00
		Printed On Check	004547			99.00
Voucher No.	03-5070	Vendor	BURLPHARMA	BURLINGTON PHARMACY		
03-0311	03-5101-549-	ROUTINE MEDICAL		031313	MEDICATION FOR INMATE M. YOUNG	10.49
		Printed On Check	004548			10.49
Voucher No.	03-5071	Vendor	J & L TIRE	GARY HARDY / J&L TIRE SERVICE		
03-0311	03-5101-592-	MAINTENANCE & REPAIR - VEHICLES		031303	MAINTENANCE ON JAILER'S CARS	168.95
		Printed On Check	004549			168.95
Voucher No.	03-5072	Vendor	JAILASSOC	KENTUCKY JAILERS ASSOCIATION		
03-0311	03-9100-569-	STAFF TRAINING		031319	KY JAILERS ASSOC. 2007 FALL CONFERENCE	75.00
		Printed On Check	004550			75.00

## L.G.E.A. Fund

From: 09/11/2007 To: 09/11/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	03-5073	Vendor	WHAYNESUPP	WHAYNE SUPPLY COMPANY		
					Voucher Date	09/11/2007
03-0911	09-5135-571-	RENEWALS AND REPAIRS	5318179	041647	REPLACED N. GAS SHUTOFF VALVE ON BACKUP GENERATOR	679.17
		Printed On Check 002068				
					Voucher Totals	679.17
					1 Vouchers Printed Totalling	679.17

## Ambulance Fund

From: 09/11/2007 To: 09/11/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	03-5074	Vendor	LAUNDRY	MIDWEST LAUNDRY INC.		
					Voucher Date	09/11/2007
03-0911	09-5140-330-	LAUNDRY SERVICE	17030	092051	AUGUST LAUNDRY SERVICE	134.16
		Printed On Check 003239				
					Voucher Totals	134.16
Voucher No.	03-5075	Vendor	WYATT'S	WYATT'S SUPERVALU		
					Voucher Date	09/11/2007
03-0911	09-5140-411-	CUSTODIAL SUPPLIES		092037	AUGUST CUSTODIAL SUPPLIES AMBULANCE QRTS	69.05
		Printed On Check 003240				
					Voucher Totals	69.05
Voucher No.	03-5076	Vendor	ACE	FALMOUTH ACE HARDWARE		
					Voucher Date	09/11/2007
03-0911	09-5140-411-	CUSTODIAL SUPPLIES		092030	AUGUST CUSTODIAL SUPPLIES	15.97
		Printed On Check 003241				
					Voucher Totals	15.97
Voucher No.	03-5077	Vendor	MOBILCOM	MOBILCOMM INC		
					Voucher Date	09/11/2007
03-0911	09-5140-441-	MACHINERY & EQUIPMENT	684702	092052	SEPTEMBER MAINTENANCE CONTRACT AMBULANCE QRTS	218.50
		Printed On Check 003242				
					Voucher Totals	218.50
Voucher No.	03-5078	Vendor	OFFICEDEPO	OFFICE DEPOT		
					Voucher Date	09/11/2007
03-0911	09-5140-445-	OFFICE SUPPLIES	399016856-001	092039	COPIER & CARTRIDGE	870.98
		Printed On Check 003243				
					Voucher Totals	870.98
Voucher No.	03-5079	Vendor	LICKING	LICKING VALLEY OIL COMPANY		
					Voucher Date	09/11/2007
03-0911	09-5140-455-	GAS, OIL, ETC		092050	SEPTEMBER PETROLEUM PRODUCTS	1,209.57
		Printed On Check 003244				
					Voucher Totals	1,209.57
Voucher No.	03-5080	Vendor	SCOTT-GROSS	SCOTT-GROSS COMPANY, INC.		
					Voucher Date	09/11/2007
03-0911	09-5140-550-	MEDICAL SUPPLIES	477133	092054	COMPRESSED OXYGEN	81.67
		Printed On Check 003245				
					Voucher Totals	81.67
Voucher No.	03-5081	Vendor	PAULTUEMLE	PAUL TUEMLER L.P. GAS		
					Voucher Date	09/11/2007
03-0911	09-5140-578-	UTILITIES		092048	ANNUAL TANK RENTAL AMBULANCE RADIO TOWER GENERA	60.00
		Printed On Check 003246				
					Voucher Totals	60.00
Voucher No.	03-5082	Vendor	NORTON	TIM NORTON AUTO SERVICE L.L.C.		
					Voucher Date	09/11/2007
03-0911	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES	17596	092047	2 TIRES - MOUNTING & BALANCING	270.00
		Printed On Check 003247				
					Voucher Totals	270.00
Voucher No.	03-5083	Vendor	LIFESTARRE	LIFE STAR RESCUE INC		
					Voucher Date	09/11/2007
03-0911	09-5140-723-	MOTOR VEHICLES - AMBULANCE PAYMENT	17193	092049	2007 GMCHEVROLET C1500	150,413.00
		Printed On Check 003248				
					Voucher Totals	150,413.00
					10 Vouchers Printed Totalling	153,342.90

911 Fund Fund						
From: 09/11/2007 To: 09/11/2007						
Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 03-5084	Vendor OFFICEDEPO	OFFICE DEPOT				
03-7511 75-5145-445-	911 OFFICE SUPPLIES		398349896 001	750890	AUGUST OFFICE SUPPLIES DISPATCH	
	Printed On Check 001674					
					Voucher Date 09/11/2007	181.77
Voucher No. 03-5085	Vendor STEPHENS	JACKIE STEPHENS				
03-7511 75-5145-569-	911 STAFF TRAINING					
	Printed On Check 001675					
				750996	APCO CONFERENCE - LODGING & MILEAGE	
					Voucher Date 09/11/2007	360.12
Voucher No. 03-5086	Vendor FRENCH STA	STACEY FRENCH				
03-7511 75-5145-569-	911 STAFF TRAINING					
	Printed On Check 001676					
				750994	REIMBURSEMENT FOR TRAVEL 960 MILES @ .44 A MILE	
					Voucher Date 09/11/2007	422.40
Voucher No. 03-5087	Vendor MOBILCOM	MOBILCOMM INC				
03-7511 75-5145-573-	911 TELEPHONE		684706	750992	AUGUST MAINTENANCE CONTRACT DISPATCH	
	Printed On Check 001677					
					Voucher Date 09/11/2007	96.10
					Voucher Totals	96.10
4 Vouchers Printed Totalling						1,060.39

MH/MR Fund Fund						
From: 09/11/2007 To: 09/11/2007						
Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 03-5089	Vendor LICKING VA	LICKING VALLEY COUNSELING CENTER				
03-8811 88-5233-343-	GENERAL HEALTH - MH/MR					
	Printed On Check 090512					
				880089	AUGUST 2007 COUNSELING SESSIONS PER AGREEMENT	
					Voucher Date 09/11/2007	2,333.33
					Voucher Totals	2,333.33
1 Vouchers Printed Totalling						2,333.33

**In Re: Closing Remarks.**

Judge Bertram reported the air conditioner for the Court Room upstairs has problems again. He stated he has asked the CDS Engineers what should be done to comply with any changes that may be done. They recommended two options, to replace what is there, which is a fifteen ton unit, a seventeen ton unit would be sufficient to replace it and add a second unit for downstairs after the renovations or replace it with a thirty five ton unit and just add duct work in the renovations to implement the unit for downstairs use. Discussion held, Judge Bertram will report back with the figures. No action taken at this time.

**In Re: Pending Litigation KRS 61.810 (1) (c).**

Squire Veirs made a motion to go into a closed session for discussion of pending litigation per KRS 61.810 (1) (c), seconded by Squire Wells, motion carried.  
The Fiscal Court went into Closed Session at 8:15 o'clock PM.  
Squire Wells made a motion to return to regular session at 8:35 o'clock PM, seconded by Squire Whaley, motion carried.  
The Pendleton County Attorney, Jeff Dean, made the comment that the Fiscal Court was in Closed session to discuss pending litigation per KRS 61.810(1) (c), no action taken by the Fiscal Court.

**In Re: Adjournment.**

A motion was made by Squire Wells, seconded by Squire Whaley, carried, that this meeting be adjourned at 8:45 o'clock P.M., to meet again in regular session on September 25<sup>TH</sup>, 2007 at 7:00 P.M., Subject to any call meetings.

PENDLETON COUNTY JUDGE/EXECUTIVE

PENDLETON COUNTY CLERK